



LITTER CHALLENGE EVENT RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, for myself or as a parent/guardian of the below-named minor child, for and in consideration of the City of Arlington (referred to as "City," in this agreement) allowing me or my minor child to participate in the Litter Challenge Event do acknowledge and agree to the following:

1. I acknowledge that picking up litter at _____ may be a hazardous activity and specifically assume the risk of any injury occurring to myself or my minor child while engaging in this activity. I understand that the City does not assume responsibility for injuries that may result while this activity is carried out by me or by child in a safe manner.

2. I will at all times exercise reasonable precautions for the safety of myself, my child, and all others and will comply with all applicable provisions of Federal, State and Municipal laws.

3. I HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY WHICH MAY ARISE BY REASON OF INJURY TO PROPERTY OR PERSONS, MYSELF AND MY CHILD INCLUDED, OCCURRING FROM, DURING, OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE LITTER CHALLENGE EVENT. THIS RELEASE AND INDEMNITY PROVISION COVERS ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY AND SHALL APPLY WHETHER OR NOT THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES AND WHETHER SAID NEGLIGENCE IS SOLE, COMPARATIVE, CONCURRENT, GROSS OR ANY OTHER FORM OF NEGLIGENCE.

4. I hereby acknowledge and assert that neither myself nor my child is an employee, agent, or representative of the City in any form of employee-employer relationship for the purposes of all activities and participation in any event as part of the Litter Challenge Event under this release. I expressly acknowledge on behalf of myself and my child that the City shall not be obligated to carry any form of insurance on my behalf or my child's.

5. I agree that the execution of this RELEASE AND INDEMNIFICATION AGREEMENT will not constitute a waiver by City of any defense recognized by the courts of the State of Texas including without limitation governmental immunity.

6. I have read this document, understand all of its terms and execute the document voluntarily and with full knowledge of its legal significance.

7. If any legal action arises out of or is in any way connected with me or my child's participation in the Litter Challenge Event, I agree that exclusive venue will lie in Tarrant County, Texas.

Signature of Participant

Printed Name of Participant

Signature of Parent (when applicable)

Date Signature of Participant

Name of Group _____